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TRIALS—SPECIAL INTERROGATORIES.—In ejectment, where defendant claimed title under a lost deed from a grantor who had acquired title by adverse possession, defendant tendered two special interrogatories, the first asking whether there had been the adverse possession claimed, and the second whether there had been any such deed as alleged. *Held,* the questions were rightly refused, since neither question standing by itself calls for an answer which would have been controlling. *Tyler* v. *Wright, et al.,* (Mich. 1915), 155 N. W. 353.

It is the general rule, in Michigan and elsewhere, that only those questions may be submitted which require answers that will control a general verdict. *Sheahan* v. *Barry,* 27 Mich. 217, 224; *Harbaugh* v. *Cicott,* 33 Mich. 241, 246; *Fowler* v. *Hoffman,* 31 Mich. 215, 220; *C. & N. W. R. Co.* v. *Dunleavy,* 129 Ill. 132; 20 ENCYC. PL. AND PR., 328; 2 THOMPSON, TRIALS, (2nd Ed.) 1953. The decision of the principal case is to the effect that each separate question submitted must answer this requirement, and that the several questions may not be considered together for this purpose. Such a decision effectually denies the use of the special interrogatory to the party sustaining the affirmative of an issue. Whether the issue involves one or more elements, a single question, an answer to which would control the general verdict, would not differ in its scope or effect from the general verdict itself Such a question would be of no practical value, and the court would undoubtedly refuse to submit it. *Daniells* v. *Aldrich,* 42 Mich. 58. An examination of the authorities, however, shows that the use of the special interrogatory has not been restricted to any such limits as those declared in the opinion of the court. In *Hemenway* v. *Burnham,* 90 Mich. 227, the defendant set up the affirmative defense that certain debts, originally owed by him to the plaintiff, had entered into their partnership accounts, and the lower court's judgment was reversed and a new trial awarded for the refusal to submit special questions as to the entry of credit, the entry of a debit, the plaintiff's knowledge of these entries, and his acquiescence therein. And in *Ward* v. *Cook,* 158 Mich. 283, 302, an action of assumpsit for money advanced, the plaintiff undertook to prove misrepresentations and fraud on the part of defendant, and was allowed to ask special questions as to his reliance upon the defendant's representations as to their falsity. No one of the questions asked in either of these cases could control a general verdict against the propounder, but the questions taken together might control such a verdict. The same would be true in the principal case. A permanent departure from the rule of these former cases would tend to impair the usefulness of the special interrogatory, and is not to be desired.

WILLS—PARTIAL CANCELLATION AND ITS EFFECT ON THE RESIDUE OF THE WILL.—After the testator had duly executed his will, certain lines were drawn through some of the bequests with the intention upon the part of the testator to revoke such bequests. In determining what disposition the law makes of the legacies revoked by cancellation, *held,* that such devises as were revoked passed under the residuary clause. *Barfield* v. *Carr,* (N. C. 1915) 86 S. E. 498.

Admitting that there may be a partial revocation of a duly executed will by a testator—although such a right is denied in many jurisdictions—the question very naturally arises as to the effect of such revocation upon the remainder of the will. Various Statutes of Wills have been enacted both in this country and in England declaring that the making of valid wills or valid testamentary dispositions must be attended with certain formalities. If by simply drawing a line through a duly executed devise, the testator may so affect his will as to the part remaining that the testamentary disposition thereof will be different, he is in effect making a new and different disposition without observing the formalities prescribed by the statute. Again, if the testator himself can do this by the simple drawing of a line, it is difficult to see why a stranger to the instrument might not also effect a new testamentary disposition in the same way if he had an opportunity to secure the will. If these premises be true, such a situation opens wide the door for fraud and accomplishes indirectly the very thing which the Statute of Frauds was designed to prevent. This is the line of reasoning upon which such cases as *Pringle* v. *McPherson*, 2 Brevard (S. C.) 279, 3 Am. Dec. 713; *Eschback* v. *Collins*, 61 Md. 478, 48 Am. Rep. 123; and *Mile's Appeal*, 68 Conn. 237, 36 Atl. 39, 36 L. R. A. 176, are based, holding that the cancellation of a part cannot be given the effect of a new devise. But there is a line of cases, of which the principal case is the latest expression, which allow the part cancelled to fall into and pass under the residuary clause, if there be a residuary clause in the will. The leading case on this position is *Bigelow* v. *Gillott*, 123 Mass. 102, 25 Am. Rep. 32, where, in answering the contention that this was practically allowing a new devise without the proper formalities, the court said: "It is true the act of revocation need not be done in the presence of witnesses; but such act does not dispose of the property. The property is disposed of by the residuary clause, which is executed with all the formalities required in the execution of a proper testamentary disposition." The doctrine of the principal case is also recognized in *Brown* v. *Brown*, 91 S. C. 101, 74 S. E. 135, where the court, after holding that there could be no testamentary disposition without observance of the statutory formalities, said: "The increase of the residuary clause which may result from the cancellation is not a new testamentary disposition, but a mere incidental consequence resulting from the exercise of the power conferred on the testator by statute." See also *Collard* v. *Collard*, (N. J. 1907), 67 Atl. 190.

WILLS—PER STIRPES OR PER CAPITA DISTRIBUTION.—A testator made certain provision for his wife during her life; at her death the same provisions were to continue in force in favor of his niece during the extent of her life; at her death these provisions were to extend to his grandnephew with full force upon condition of his taking and bearing the sole name of the testator, John Winthrop. At the death of the second life-tenant the grandnephew refused to accede to the condition. The testator had anticipated such a contingency in his will, and had provided for its happening (after specifically providing for the conversion of his realty into personalty) as follows: "The proceeds are then to be thrown with the personal property, and the